

**TEXAS DEPARTMENT OF HEALTH
MEMORANDUM OF AGREEMENT**



This agreement is made by and between the Texas Department of Health (hereinafter referred to as "TDH") and _____ (hereinafter referred to as "Pharmacy") with the terms and conditions of the agreement as follows:

I. PURPOSE

The Ryan White Comprehensive AIDS Resources Emergency Act of 1990 (P.L. 101-381) awarded funds to States to cover the cost of azidothymidine (AZT), and any other drug which has been determined by the Food and Drug Administration to prolong the life of people with acquired immunodeficiency syndrome (AIDS). The money is to be made available for low-income individuals not covered under the State Medicaid program or another third-party payor, or whose State Medicaid program does not provide this drug coverage. This program is authorized by Title 42, Section 300ff-26. of the United States Code.

II. ASSURANCES

The pharmacy agrees to provide approved program medications only for patients authorized by TDH. The pharmacy will order approved program medications directly from TDH.

Patient prescriptions under this program shall be billed monthly and are not renewable. The medications currently approved for coverage by the program are listed in the "Pharmacy Guidelines for the Texas HIV Medication Program."

The pharmacy must notify TDH when a patient discontinues treatment for any period longer than one hundred and twenty (120) days. The patient will be placed on inactive status with the program and medication orders will not be reimbursed.

The pharmacy will not charge the patient for the drug but may charge the patient a fee not to exceed \$5.00 for each prescription presented.

Both parties adopt by reference the "Pharmacy Guidelines for the Texas HIV Medication Program," and each party acknowledges a receipt of such guidelines by affixing an authorized signature below.

III. REIMBURSEMENT

The pharmacy will not be billed by the wholesaler. TDH will reimburse the wholesaler under contract to TDH for each patient authorized by TDH for treatment.

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IV. AUDIT OF RECORDS

The pharmacy shall maintain patient and statistical records and any supporting documents applicable to performance under this agreement.

The pharmacy agrees that TDH, DHHS, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the Pharmacy for the purpose of making audit, examination, excerpts, and transcriptions of transactions related to this agreement.

Patient and statistical records and any supporting documents shall be retained for a period of three (3) years after the term of this agreement.

V. CONFIDENTIALITY

The pharmacy shall have a system in effect to protect from inappropriate disclosure patient records or any other documents deemed confidential by law which are maintained in connection with the activities authorized under this agreement. Any disclosure of confidential patient information by the Pharmacy as required by this agreement, including, without limitation, information required by the Audit of Records section above or special conditions, if any, shall be in accordance with applicable law.

VI. DISCRIMINATION PROHIBITED

No person in the United States shall on the grounds of race, creed, color, handicap, age, ability to pay, sex or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this agreement. The parties will comply with the regulations promulgated by the Secretary of DHHS, with the approval of the President of the United States, pursuant to 45 CFR Parts 80,81,84 and 90.

VII. TERMINATION

This agreement shall become effective on the date of approval. However, it is hereby agreed that either party may terminate the agreement prior to this date upon giving thirty (30) days written notice to the respective party.

This agreement may be terminated if funds allocated should become reduced, depleted, or unavailable during this agreement period, and TDH is unable to obtain additional funds for such proposes. TDH shall immediately provide written notification to the Pharmacy of such fact, and such agreement is terminated upon receipt of that notification.

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This agreement may be terminated in the event that Federal or State law or other requirement should be amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of either party, unreasonable or impossible.

This agreement contains the entire understanding of the parties and supersedes any and all previous discussions, proposals, or agreements, if any, between the parties with respect to the subject matter hereof. This agreement may not be amended, modified, or changed except by instrument in writing signed by an authorized representative of each of the parties. This agreement shall be construed pursuant to the laws of the State of Texas.

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BY: _____

Melanie A. Doyle, Director
Grant Management Division

DATE: _____

PHARMACY REPRESENTATIVE

Pharmacist(s)

Name: _____

Authorized

Signature: _____

Address 1: _____

Address 2: _____

City/State/Zip: _____

Telephone Number: _____

Pharmacy License Number: _____

Pharmacy Classification: _____

Date: _____

Comptroller Vendor I.D. Number: _____

(Tax ID # - 11 digits; Tax Exempt ID # - 14 Digits)